

Order Form Number: 2024-020326

Order Form

SAS Institute (Philippines) Inc. ("SAS") 9/F Asian Century Center 27 th Street Corner, 3 rd & 4 th Avenues Bonifacio Global City, Taguig 1634 Metro Manila, Philippines Tel: (+632) 863-4700 - Fax: (+632) 863-4799 http://www.sas.com		Customer: Development Bank of the Philippines ("Customer")	
		Address: DBP Building Senator Gil Puyat Avenue corner Makati Avenue, Makati 1200	
		Taxpayer ID/VAT/GST Number:	Currency: PHP

Software

The effective date will be earlier of the 15th or the last date of the month immediately following Customer's acceptance or signature.

This Order Form supersedes and replaces Order Form Number 2023-013231 and effects the transfer of the license of the Software listed below to this Order Form.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System	Initial Fees*	Anniversary Date
SAS Anti-Money Laundering	Total Assets in US Dollars (up to 17 billion) Additional Production Environments	WX6S	PHP6,866,600	17DEC

* The Initial Fees is for the period from 17th December 2024 to 16th December 2025. The Initial Fees with VAT is PHP7,690,592.

Invoicing

Fees will be invoiced in advance of each License Period.

Payment

The Customer shall pay the amount of Pesos: Seven Million Six Hundred Ninety Thousand Five Hundred Ninety-Two (PhP7,690,592.00) (the "Contract Price") to SAS via check within thirty (30) calendar days from receipt of SAS's sales invoice and after issuance of the Customer's Certificate of Acceptance as well as the submission of the required documentary requirements enumerated in the attached Technical Specifications subject to the usual government audit, accounting and procurement policies provided that SAS has generated a positive performance assessment to be conducted by the Customer in accordance with the established metrics.

Pricing Metrics and Additional Usage Parameters

- Total Assets in US Dollars** - The Fee is based on the total value, expressed in United States dollars, of all assets owned by Customer, reflected on either Customer's then current balance sheet or Customer's audited financial statement(s) and reported to applicable governmental regulatory authorities. Any conversion to United States dollars required will be based on the rate of exchange published on the last business day of the month prior to the effective date, and each renewal date thereafter, by OANDA Corporation or other publication as directed by SAS.
- Additional Production Environments** - Customer's license entitles Customer to install the Software on an unlimited number of production environments.
- SAS Anti-Money Laundering - Permitted Scope** - Users may use the Offering to: (1) analyze risk measurements associated with client relationships; and (2) support Customer's compliance with financial system regulatory requirements related to the prevention of money laundering and other abuses of financial systems for criminal purposes.
- Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees.

[remainder of this page is intentionally left blank]

The following sections shall be added to SAS Universal Terms

Right to Audit and Corrective Action.

SAS agrees that the Customer, the Bangko Sentral ng Pilipinas and other regulatory agencies have the right to audit/examine the, and/or access to the (i) necessary financial information regarding the SAS Software License Services in order for the Customer, BSP, or such other regulatory agencies to fulfill their respective responsibilities; and (ii) the published financial information of the SAS.

Liquidated Damages

For avoidance of doubt, Customer understands that SAS Software License Fees are paid upfront in order for the product authorization code to be released and no refunds will be given thereto. However in the event SAS fails to satisfactorily deliver the services on time inclusive of duly granted time extensions, if any, the Customer shall, without prejudice to its other remedies under this agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Customer may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this agreement, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of SAS, shall be for the account of SAS. SAS shall indemnify the Customer, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom subject always to the Universal Terms of this Order Form. The obligations of SAS under this provision shall survive the termination of this agreement.

Transition Assistance.

In the event of termination for any cause, SAS hereby agrees that should the Customer decide to transfer to another provider or other arrangements, SAS provide the necessary level of reasonable assistance during the transition upon reasonable payment.

Submission of Tax Clearance

As required under Executive Order (EO) 398, SAS shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue, or Tax Clearance before entering into and during the effectivity of this Order Form, certifying that it is free and clear of all tax liabilities to the government. SAS shall pay taxes in full and on time and that failure to do so will entitle the Customer to suspend or terminate this agreement.

Acknowledgment of Transparency of Transaction

SAS acknowledges that under existing policy of the Customer, no gift, fee, commission or benefit in favor of any of the Customer's officers and/or employees and/or any other persons is required as a condition to, or as an additional consideration for, the award of the MLA, as supplemented/amended, to SAS. SAS further acknowledges that under the Customer's Code of Ethics, the Customer's personnel have the duty to report to superior officers any possible violation of the policy.

SAS further acknowledges the Customer's policy to refer any such violation to the proper government agency for criminal prosecution.

Dispute Resolution

All disputes and controversies that may arise from this agreement involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.

In case of failure to settle amicably upon the lapse of thirty (30) days from either Party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon the lapse of such extended period as the Parties may agree in writing), the dispute shall be submitted to arbitration in accordance with Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004).

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Whenever necessary to promote Arbitration or to seek judicial relief, such legal action shall be instituted in the competent courts of Makati City, Metro Manila, Philippines, to the exclusion of other courts of equal jurisdiction.

Technical Specifications

The Customer's Technical Specifications, attached herein as Annex B, shall form an integral part of this agreement. The Customer and SAS shall endeavor to harmonize the provisions of this agreement and the Technical Specifications so that each shall be effective. In the event of any conflict between the provisions of this agreement and the Technical Specifications, the terms of the Technical Specifications shall prevail.

Warranty Security

SAS is required to submit a Warranty Security either in the form of a Special Bank Guarantee or a Letter-Confirmation for the Retention Money in an amount equivalent to five percent (5%) of the total Contract Price, as hereinafter defined, or the amount of Pesos: Three Hundred Eighty-Four Thousand Five Hundred Twenty-Nine and 60/100 (PHP 384,529.60). The Warranty Security shall be required until 16 December 2025.

The said amount shall only be released after 16 December 2025 provided that the (a) SAS Software License delivered are free from patent and latent defects; (b) the Customer has no claims filed against SAS; and (c) all conditions imposed under the agreement are met.

Data Ownership, Protection, Segregation

It is understood that the data, information, and reports created by SAS that will reside in the SAS' servers shall be owned exclusively by the Customer.

If applicable, the personal data provided under this agreement must be anonymized by SAS, segregated or otherwise distinguishable from all other data in accordance with the Customer's standard security measures. This is to ensure that when no longer needed by the Customer, all of the personal data can be identified for deletion. It also aids in determining whether the data has or may have been compromised in the event of a security breach.

Whenever applicable in performing its obligations under this agreement, SAS, at all times, should comply with the provisions of Republic Act No. 10173 or the "Data Privacy Act of 2012". Its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.

Annexes

The following Annexes shall, by this reference, form an integral part of this Agreement:

Annex A:	Scope of Services
Annex B:	Technical Specifications
Annex C:	Notice of Award
Annex D:	DBP's Secretary's Certificate
Annex E:	SAS' Secretary's Certificate
Annex F:	Warranty Security
Annex G:	Data Privacy Consent Form (DPCF)
Annex H:	New Performance Evaluation Form (PEF)
Annex I:	Certification of Ownership and Exclusivity

The Parties shall endeavor to harmonize the provisions of this covering agreement and the Annexes so that each shall be effective. In the event of any inconsistency between the terms of this covering agreement and the Annexes, the terms of the Annexes shall prevail to the extent necessary to resolve such inconsistency.

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How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the "Agreement":

Document	Location*
This Order Form	Not Applicable
Software Addendum	https://www.sas.com/addendum-software
SAS Universal Terms	https://www.sas.com/universal-terms

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Accepted by

Development Bank of the Philippines (Customer):

Authorized Signature:

Name: Mi

Title: Pres

Date:

SAS Institute (Philippines) Inc:

Authorized Signature:

Name: Elsie Dela Rosa

Title: Finance Director

Date:

SAS INTERNAL USE:

6207360 COMIT

18767810 OPPORTUNITY

LGL5723/Sep121 (TRAO / 29OCT2024)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of 10 FEB 2025,
personally appeared:

Name

Government-issued ID.

Issued on/at

Development Bank of the Philippines (DBP)

By:

Michael O. De Jesus

known to me and to me known to be the same person who executed the foregoing document and identified by me through his competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and that he has the authority to sign in behalf of his principal.

The foregoing document, which consists of nineteen (19) pages, including this page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 157 ;
Book No. 33 ;
Page No. XVII ;
Series of 2025.



(SIGNED)

ATTY. PATRICIA C. VELARDE

Notary Public for the City of Makati
Appointment No. M-147 until December 31, 2025
Roll of Attorneys No. 63138
IBP Lifetime No. 012809 05/07/2014
PTR Exempt under R.A. 7160
MCLE Compliance No. VIII-0005492 12/01/2023
10F DBP Building, Sen. Gil J. Puyat Ave., Makati City

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City) SS

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____ day of FEB 05 2025,
personally:

Name

Government-issued ID.

Issued on/at

SAS Institute (Philippines), Inc.

By:

Elsie E. Dela Rosa

known to me and to me known to be the same person who executed the foregoing document and identified by me through her competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID., that she acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented herein and that she has the authority to sign in behalf of her principal.

The foregoing document, which consists of nineteen (19) pages, including this page where this Acknowledgment is written. This acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 454 ;
Book No. 92 ;
Page No. II ;
Series of 2025.



(SIGNED)

MA. MARGUITTA YZABEL G. RODRIGUEZ
Appointment No. M-299 (2024-2025)
Notary Public for Makati City
Until December 2025
27th Floor, 88 Corporate Center
141 Sederic St., Salcedo Village, Makati City
Roll of Attorney's No. 89604
PTR No. 10465803 / 01-02-2025 / Makati City
IBP No. 511047 / 12-19-2024 / Makati City Chapter
Admitted to the Bar 2023